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Case: 1:09-cv-06354 Document #: 1-2 Filed: 10/09/09 Page 4 of 25 PageID #:8

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies under penalties of perjury as set forth at 735 ILCS 5/1-109 that a copy of the foregoing *Notice of Filing – Affidavit of Process Server* was served upon the following Defendant via First Class Mail, postage prepaid, this 24th day of September, 2009:

Northwood Manufacturing, Inc. c/o Registered Agent Sherry A. Nash 59948 Downs Road LaGrande, Oregon 97850

- Spendander -

Brad B. Falkof Jaafar A. Riazi BARNES & THORNBURG LLP One N. Wacker Dr., Suite 4400 Chicago, Illinois 60606 Phone: (312) 357-1313 Fax: (312) 759-5646

	COPY
IN THE CIRCUIT COUR	RT OF COOK COUNTY, ILAMONS
COUNTY DEPA	RTMENT, LAW DIVISION CLED 24 PM 3-40
CRANE COMPOSITES, INC.,) OF CIA BROWN
Plaintiff,)
v.) Case No. 09 L 10478
NORTHWOOD MANUFACTURING, INC.,) CALENDAR S
Defendant.	,

NOTICE OF FILING - AFFIDAVIT OF PROCESS SERVER

To: Northwood Manufacturing, Inc., c/o Sherry Nash, Registered Agent, 59948 Downs Road, La Grande, OR 97850

Please be advised that on September 24, 2009, we caused to be filed with the Clerk of the Circuit Court, Law Division, Richard J. Daley Center, Chicago, IL, *Plaintiff Crane Composites*, *Inc.'s Affidavit of Process Server*, indicating service of Summons and Verified Complaint on Defendant Northwood Manufacturing, Inc. on September 9, 2009.

CRANE COMPOSITES, INC.

By:

One of its Attorneys

Brad B. Falkof Jaafar A. Riazi BARNES & THORNBURG LLP One N. Wacker Dr., Suite 4400 Chicago, Illinois 60606 Phone: (312) 357-1313 Fax: (312) 759-5646

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NORTHWOOD MANUFACTURING, INC.,)))	
Defendant.	Ś	

VERIFIED COMPLAINT

Plaintiff Crane Composites, Inc. ("Crane") for its Verified Complaint against Defendant Northwood Manufacturing, Inc. ("Northwood") states as follows:

PRELIMINARY STATEMENT

1. This is an action arising under the Illinois Uniform Commercial Code. The Illinois Uniform Commercial Code obligates buyers to pay for goods that they order \$10 ILCS 5/2-301 ("The obligation of ... the buyer is to accept and pay in accordance with the contract"). When a buyer fails to pay the price as it becomes due "the seller may recover, together with any incidental damages ... the price ... of goods accepted." \$10 ILCS 5/2-709(1)(a). Crane (the seller) brings this action because Northwood (the buyer) contracted to purchase fiberglass-reinforced panels ("FRP") from Crane for the assembly and sale of recreational vehicles but failed to pay Crane the contract price for those goods when payment became due.

PARTIES, JURISDICTION & VENUE

- 2. Crane, a Delaware corporation, is a manufacturer of FRP. Crane's principal place of business is located at 23525 W. Earnes Street, Channahon, Illinois.
- 3. Northwood, an Oregon corporation, has regularly transacted business with Crane, and has had regular and systematic contact with Crane in the State of Illinois.
- 4. This Court has personal jurisdiction over Northwood under 735 ILCS 5/2-209(a)(1) & (7) and/or (b)(4) because Northwood (i) transacts business in this State, (ii) made or performed contracts substantially connected with this State and (iii) is a corporation doing business within this State through its contracting to purchase FRP from Crane in Illinois
- 5. Venue is proper under 735 ILCS 5/2-101 because Crane and Northwood's Contract (defined below) out of which Crane's claim arose was entered into and performed in Illinois.
- 6. Additionally, Paragraph 16 of the Terms/Conditions (defined below), incorporated into Crane and Northwood's Contract (defined below), provides that Northwood expressly submits to the exclusive jurisdiction of federal or state courts located in Chicago, Illinois with respect to any lawsuit arising out of or relating to the Contract. This Verified Complaint is an action that arises out of and relates to the Contract.

GENERAL ALLEGATIONS

- 7. At various times during 2009, Northwood ordered FRP from Crane.
- 8. For each order, Crane sent to Northwood its customer acknowledgment form (the "Acknowledgement"). A true and accurate representative copy of the Acknowledgement is attached as Exhibit No. 1.
 - At the top of the Acknowledgement is printed the following paragraph:

"Buyer agrees that receipt of this Acknowledgment by mail or other electronic method indicates that the Buyer has read and has agreed to be bound by the Seller's Terms and Conditions posted on Seller's Internet WEB Site www.cranecomposites.com or mailed to Buyer."

10. The Acknowledgement incorporates as substantive provisions Crane's TERMS AND CONDITIONS OF SALE posted on its web site (the "Terms/Conditions"). A true and accurate copy of the Terms/Conditions is attached as Exhibit No 2. The Acknowledgement and Terms/Conditions constitute the contract (the "Contract") under which Crane sold FRP to Northwood.

11. Under the Contract:

- Northwood agreed to be bound to the Terms/Conditions and also agreed
 that Crane would not be bound by any of Northwood's terms or conditions (see Par. 1 of
 Terms/Conditions, Exhibit No. 2);
- Upon Northwood's payment default, Northwood is liable for all collection costs incurred by Crane, including but not limited to attorney and collection agency fees and all related disbursements (see Par. 2 of Terms/Conditions, Exhibit No. 2);
- "The price [due to Crane, per the Invoices (defined below)] is payable on the terms of this Agreement (i.e., the Terms/Conditions] without deduction, set-offs, counterclaims, back-charges, or any other charges or claims by you [i.e., Northwood] of any nature, and your obligations to Seller [i.e., Crane] shall remain unimpaired regardless of disputes which may arise between you and third parties" (see Par. 2 of Terms/Conditions, Exhibit No. 2);
- "You [i.e., Northwood] shall not, under any circumstances, exercise setoff against outstanding or subsequent invoices of Seller [i.e., Crane] without Seller's
 written consent for any claim" (see Par. 8 of Terms/Conditions, Exhibit No. 2);

- 12. At the top of the Acknowledgement is also printed the following paragraph:

 "If any of the information on this acknowledgment sheet does not agree with the conditions of your [i.e., Northwood's'] original order, please notify us [i.e., Crane] at once. Call 1-800-435-0080."
- 13. Northwood never contacted Crane to inform Crane that any of the information on the Contract did not agree with the conditions on its original orders.
 - 14. Crane shipped FRP to Northwood under the terms of the Contract.
- 15. For each shipment of FRP, Crane issued an invoice to Northwood. A copy of an invoice index listing all invoices relative to this Verified Complaint for which Crane shipped FRP to Northwood is attached as Exhibit No. 3. Additionally, copies of certain but not all of the invoices with respect to FRP shipped to Northwood by Crane are attached as Exhibit No. 4 (the index and the invoices are collectively referred to as the "Invoices").
 - 16. Payments on the Invoices issued by Crane are due within 30 days.
- 17. As of the date of the filing of this Verified Complaint, Northwood has failed to pay Crane a total of \$80,797.23 for FRP Crane sold to Northwood pursuant to the Invoices and the terms of the Contract.
- 18. Specifically, Crane (i) has failed to pay *in full* certain invoices totaling \$12,221.50 as reflected on Exhibit No. 3 and (ii) has failed to pay *any* of the invoices attached to Exhibit No. 4 totaling \$68,575.73.

COUNT I: Breach of Contract

19. Crane restates the allegations stated in Paragraphs 1 through 18.

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- 20. Crane and Northwood are parties to the Contract, which includes the Terms/Conditions.
 - 21. Northwood received FRP under the terms of the Contract.
- 22. There is presently due and owing to Crane from Northwood the principal amount of \$80,797.23 (the "Outstanding Balance").
 - 23. Crane has fully performed its obligations under the Contract.
- 24. Northwood has materially breached the Contract by failing to pay the Outstanding Balance.
- 25. Under the Terms/Conditions, Crane is entified to its collection costs, including but not limited to attorney and collection agency fees and all related disbursements (see Par. 2 of the Terms/Conditions, Exhibit No. 2).

WHEREFORE, Crane requests that this Court enter a judgment in its favor and against Northwood for actual damages for breach of contract in the amount of \$80,797.23, plus (i) interest on the Outstanding Balance until entry of judgment and post-judgment interest thereafter at the highest rate provided by law until paid; (ii) costs of collection including, but not limited to, attorney fees and costs; (iii) the costs incurred by Crane in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Terms/Conditions; and (iv) any other amounts whatsoever payable under the Contract, Terms/Conditions, Invoices or applicable law.

COUNT II: Alternative Claim for Unjust Enrichment

- 26. Crane restates the allegations stated in Paragraphs 1 through 18.
- 27. Northwood received a benefit by the acceptance of the FRP provided by Crane.
- 28. As a proximate result of its conduct, Northwood has been unjustly enriched and Crane is entitled to an award of damages in the amount at \$80,797.23.

WHEREFORE, Crane requests that this Court enter a judgment in its favor and against Northwood for actual damages for unjust enrichment in an amount not less than \$80,797.23, plus reasonable interest after the date of the filing of this Verified Complaint until entry of judgment, and post-judgment interest thereafter at the highest rate provided by law until paid.

COUNT III: Alternative Claim for Account Stated

- 29. Crane restates the allegations stated in Paragraphs 1 through 18.
- 30. Northwood received the invoices described on Exhibit No. 3 and received the invoices attached as Exhibit No. 4 from Crane (see Exhibit No. 3 and Exhibit No. 4).
- 31. The Invoices constitute a statement of account between the parties with respect to the FRP delivered to and received by Northwood (see Exhibit No. 3 and Exhibit No. 4).
- 32. Northwood did not object to the invoices described on Exhibit No. 3 or to the invoices attached as Exhibit No. 4 within a reasonable time after receipt.
 - 33. Crane, therefore, claims an account stated in the amount of \$80,797.23.

WHEREFORE, Crane requests that this Court enter a judgment in its favor and against Northwood for actual damages in the amount of \$80,797.23, plus (i) interest on the Outstanding Balance until entry of judgment and post-judgment interest thereafter at the highest rate provided by law until paid; (ii) costs of collection including, but not limited to, attorney fees and costs;

⁽iii) the costs incurred by Crane in bringing this action, including, but not limited to, attorneys'

fees and court costs, as allowed under the Terms/Conditions; and (iv) any other amounts whatsoever payable under the Contract, Terms/Conditions, Invoices or applicable law.

Dated: September 3, 2009

Respectfully submitted,

CRANE COMPOSITES, INC.

One of its attorneys

Bradley B. Falkof (II. Bar No. 3121697) Jaafar A. Riazi (II. Bar. No. 6287190) BARNES & THORNBURG LLP One North Wacker Drive, Suite 4400 Chicago, Illinois 60606 Telephone: (312)357-1313

Facsimile: (312) 759-5464

Firm No. 32715

Attorneys for Crane Composites, Inc.

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned, Jack Stambaugh, certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

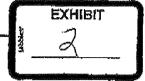
Dated: September 3, 2009

CRANE COMPOSITES INC

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Composites

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS
By receiving an order acknowledgement referencing this
document, you, the Buyer, ere agreeing to be bound by Crane
Composites, Inc. and its affiliated business units' torms and
conditions of sale, which follow. Seller will not be bound by
any of Buyers terms and conditions, regardless of whether
you tender to Seller a paper form containing your terms and
conditions, whether you send your terms and conditions to
Seller electronically via e-mail or any similar electronic
medium, or whether you tender your terms and conditions to
Seller by any other means.

If you do not wish to agree to Seller's terms and conditions below, please inform us that you wish to cancel your order under the cancellation terms. Unfortunately, in order that Seller may serve you, you must agree to be bound by Seller's terms and conditions which follow.

2. PAYMENT

You shall make all payments in United States currency or in its equivalent as specified in writing by Soller.

If you have established credit with Seller, payment is due within 30 days from date of Seller's Invoice to you. All other payment terms must be approved by Seller in advance of order shipment. For Buyers for whom credit is not established and approved by Seller, please include payment with your order through an approved credit card or provide payment with order placement. You agree that any credit card information supplied is true, correct and complete, that charges incurred by you will be honored by your credit card company and that you will pay charges incurred by you at the tates in effect at the time incurred, including all applicable taxes. If in Seller's judgment, your financial condition at any time does not justify the terms of payment specified, Seller reserves the right to require full payment in cash before order entry, manufacture, shipment, or delivery.

In the event you default in payment, you shall be liable for all collection costs incurred by Seller including, but not limited to, attorney and collection agency fees, and all related disbursements.

In the event you do not pay when payment is due, past due amounts are subject to service charges of 1-1/2 percent per month or the maximum percentage rate permitted by law, if lower.

The price is payable on the terms of this Agreement without deduction, set-offs, counterclaims, back-charges, or any other charges or claims by you of any nature, and your obligations to Seller shall remain unimpaired regardless of disputes which may arise between you and third parties.

3. PAYMENT OF FREIGHT, TRANSPORTATION, TAXES, AND OTHER GOVERNMENTAL CHARGES

The prices shown do not include any present or future freight charges and transportation and delivery costs, if applicable. nor do they include transportation taxes and sales, use, excise, or other taxes or charges payable to federal, state, or local authorities. Any such taxes or charges now or hereafter Imposed with respect to sales or shipments under these terms and conditions will be deemed extra charges and will be paid by you, or in lieu thereof in the case of taxes, you shall provide Seller with a tax exemption certificate acceptable to applicable taxing authorities. If, for any reason, such certificate is not accepted by such authorities or such acceptance is revoked, you shall indemnify and hold Seller harmless as provided in Section 9 hereof. Whenever applicable, such tax or taxes or other governmental charges will be added to the invoice as a separate charge to be paid by you. You shall secure all licenses and permits at your own exponse unless Selfer assumes the responsibility in writing.

4. SHIPMENT OF PRODUCTS

Shipment of Products will be made F.O.B., place of shipment per Uniform Commercial Code (Ex Works per INCOTERMS 2000 for International shipments) at Selfer's designated shipping location, which shall appear on Selfer's order acknowledgement. Title and risk of loss passes upon delivery to the delivery point per applicable shipping terms. All other shipping terms must be approved by Selfer in writing.

Any shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be flable for any failure to perform or any delay in performance due to any cause beyond Seller's reasonable control, including but not limited to: fire, fleed, attike, other labor difficulty, act of Cod, act of governmental authority or of you, transportation difficulties, delays in usual sources of supply, and/or major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

You shall pay all insurance costs associated with delivery, and you shall be responsible for filling and pursuing claims with carriers for loss or damage in transit, unless Seller assumes these obligations in writing.

You are responsible for obtaining all necessary transportation licenses and permits, at your expense, unless Seller assumes this responsibility in writing.

5. WARRANTY

Seller warrants that all goods and services ("Products") sold will conform to the express specifications prepared, approved, and Issued by Seller's headquarters (the "Express Specificallons"), unless otherwise stated, subject to commercial tolerances and except as provided in Section 7 below.

- 6. YOUR EXCLUSIVE REMEDY IS THE REPAIR OR REPLACEMENT OF ANY PRODUCTS SOLD OR A REFUND OF THE PURCHASE PRICE Your EXCLUSIVE remedy against Seller arising out of any breach of these terms and conditions is the repair or replacement of the nonconforming Products sold to you under those terms and conditions, or alternatively, at Seller's election, a refund of the portion of the purchase price allocable to the nonconforming Products, Replacement Products may be new or reconditioned. Seller shall not be liable to you for the cost of removal and/or reinstellation of such Products or for any other direct, indirect, special, incidental, punitive, or consequential damages resulting from the breach of those terms and conditions, or for any other reason. Selier's liability shall in no event exceed the purchase price of such Products.
- 7. LIMITATIONS OF WARRANTY; LIMITATION ON DAMAGES SELLER'S WARRANTY AS TO CONFORMITY TO THE EXPRESS SPECIFICATIONS IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF SELLER, NOR ANY SAMPLE PROVIDED TO YOU, SHALL CONSTITUTE A WARRANTY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION.

UNLESS OTHERWISE AGREED BY SELLER IN WRITING. SUCH WARRANTY AS TO CONFORMITY TO EXPRESS SPECIFICATIONS RUNS ONLY TO YOU AND IS NONTRANSFERABLE AND NON-ASSIGNABLE EITHER DIRECTLY, INDIRECTLY, OR BY OPERATION OF LAW, AND ANY SUCH PURPORTED OR ATTEMPTED TRANSFER OR ASSIGNMENT SHALL BE NULL AND VOID. You and your employees, agents, and representatives shall not claim. represent, imply, or permit its purchasers, distributors, processors, or others to claim, represent, or imply that such warranty extends or is available to third parties and shall, in addition to the indemnification provisions of Section 9. Indomnify and save Seller barmless from all claims and actions of third parties irrespective of whether such claims or actions are based upon contract, tort, negligence, strict liability, contribution, indomnity, infringement, statute, or otherwise. To the limit of its legal right to do so, you shall cause any third party to cease and desist any such representation.

SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO PRODUCTS EXCEPT FOR BREACH OF ITS WARRANTY OF CONFORMITY TO THE EXPRESS SPECIFICATIONS. YOUR SOLE REMEDY FOR BREACH OF WARRANTY SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS OR, AT SELLER'S OPTION, TO A REFUND OF THE PORTION OF THE PURCHASE PRICE ALLOCABLE TO SUCH NONCONFORMING PRODUCTS. IN NO EVENT SHALL SELLER BEAR THE COSTS OF REMOVAL AND/OR REINSTALLATION OF NONCONFORMING PRODUCTS, IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THE LIMITATIONS ON REMEDIES SET FORTH IN THIS SECTION AND IN SECTION 6 SHALL APPLY ALSO TO ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THE PRODUCTS OR THE AGREEMENT THAT A COURT OR ARBITRATOR MAY FIND TO HAVE ARISEN OTHER THAN UNDER THE EXPRESS WARRANTY SET FORTH ABOVE, INCLUDING ANY ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION. INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE.

IN NO EVENT SHALL SELLER BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE.

The foregoing, together with Sections 6 and 8, constitutes a final expression by Seller of its warranty. Such warranty cannot be modified or supplemented unless modified or supplemented in writing by Seller.

TIME LIMITATION FOR BRINGING CLAIMS

You must notify Seller in writing concerning the nonconformity of Products as soon as practicable, but in no event later than 10 days after you discover or should have discovered such nonconformity, subject, however, to the express period of warranty set forth in Section 5. Your written notice must set forth with particularity the nature and extent of the nonconformity complained of. All claims for shortages must be made in writing within 10 days after receipt of Products by you or your agent and specify with particularity the exact shortage.

or your agent and specify with particularity the exact shortage complained of. Immediate written notice must be given to the carrier's agent at destination in the event of damage or loss in transit.

In no event shall Seller be responsible for claims resulting in

whole or in part, directly or indirectly, from the use or abuse of nonconforming Products or for the costs of labor and/or malerials expended on any such Products.

Failure to furnish a written claim within the applicable time period shall terminate all liability of Saller. Seller must be given the opportunity upon written demand to inspect Products claimed to be nonconforming.

You shall return Products which do not conform to Seller upon receipt of Seller's authorization to do so and at Seller's expense,

You must demonstrate to the reasonable satisfaction of Seller that any alleged nonconformity of Products was solely caused by a breach by Seller of the express warranty as to the conformity to the Express Specifications, You shall not, under any circumstances, exercise set-off against outstanding or subsequent invoices of Seller without Seller's written consent for any claim,

- YOU WILL INDEMNIFY SELLER AGAINST ALL LOSS
 You agree to indemnify, defend, and hold Seller and its
 affiliated business units, and their respective officers,
 directors, owners, agents, information providers, and licensors
 (collectively, the "Seller Parties") harmless with respect to:
 - (a) all demands, claims, actions, or judgments of a third party against any Seller Party, directly or Indirectly, for any consequential, material, special, liquidated, punitive, or other damages, regardless of whether such demand, claim, action, or judgment is based on theories of contract, tort, negligence, strict liability, warranty, indemnity, contribution, statute, or otherwise, including without limitation, all demands, claims, actions, and judgments relating to injury and/or death of any and all persons and for loss of and/or damage to property arising from use, handling, repair, adjustment, operation, modification, or conversion of Products; and
 - (b) all demands, claims, actions, or judgments of a third party against any Selfer Party, directly or Indirectly, based on a theory of Infringement or violation of patents, trademarks, trade names, trade secrets, copyrights, or the like when such demand, claim, action, or judgment is based in whole or in part directly or indirectly, on Selfer's compliance with specifications provided by you.

Your indamnification obligation applies whother you alone were negligent; whether a Seller Party alone was negligent; whether any third party alone was negligent; whother you, a Seller Party, or a third-party were negligent in any combination, whether jointly or concurrently; or whether neither a Seller Party, nor you, nor any third party was negligent. This indemnification obligation requires you to pay any judgments against a Seller Party, any court costs that may be assessed against a Seller Party, and any reasonable attorneys fees and disbursements incurred by a Seller Party in Seller's defense. You have no right to control Seller's defense of any claim brought against a Seller Party. Your indemnification obligation does not depend on the truth of any allegations made against the Seller Party, you, or any thirdparty. While you are not required to Indemnify any Seller Party against Seller's Intentional tortuous acts, you must continue to pay the Seller party's court costs and reasonable attorneys fees and disbursements until it has been established that the loss in question was caused solely by intentional tortuous acts of the Seller Party.

10. CHANGES, TERMINATION, OR CANCELLATION
Orders arising herounder may be amended by written change order signed by the parties, or specifically agree to in writing by the Seller, setting forth the particular changes to be made and the effect of such changes on the price and time of delivery. Achange may be made for changes in drawings and/or specifications after Buyer and Seller have previously agreed upon same. The total charge for such change will include order reprocessing costs, additional material and labor costs. Seller will advise the total charge for such changes after receipt of written authorization or direction for such

changes. In the event the changes are required as a result of an error on the part of the Seller no charge will be made. Order specifications and/or drawings for Seller's Products may not be changed within fourteen (14) calendar days of previously acknowledged shipping date.

Orders for Products received by Seller are accepted subject to the understanding that orders may be cancelled by Seller because of Seller's inability to obtain all or part of the materials necessary to complete the order at prices in effect on the date hereof or by reason of other causes beyond its reasonable control.

All claims must be made in writing and delivered to Seller within ten (10) working days after receipt of the goods and must be accompanied by Seller's packing list and freight bill of lading. Fallure of Buyer to make such claims within ten (10) days will constitute a walver by Buyer of such claims.

11. PRODUCT SUITABILITY

Soller's Products are designed to meet stated United States safety standards and regulations. Because local safety standards and regulations vary significantly, Seller cannot guarantee that the Products meet all applicable requirements in each locality. You assume responsibility for compliance with such safety standards and regulations in those localities in which the Products will be shipped, sold and used. Before purchase and use of Products, please review the product application, and national and local codes and regulations, and be sure that the Product, installations, and use will comply with them.

12. SALES

Due to government regulations and product availability, not all Products may be available in every area.

13. EXPORT CONTROLS

You acknowledge that certain Products may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. You agree to comply with such laws and regulations and agree not to export, re-export or transfer these Products without first obtaining all required authorizations or licenses.

14. INTERPRETATION OF THIS AGREEMENT

A. NO ORAL MODIFICATION

None of Seller's employees or agents have any authority to orally modify or alter in any way these terms and conditions.

B. PRIOR COURSE OF DEALINGS IRRELEVANT Regardless of how many times you have purchased Products from Seiler and/or purchase or have purchased goods or services from Soller by other means, each time

you receive an acknowledgement via mall, e-mall, fax, or other electronic means, you agree that you are entering a separate agreement that shall be interpreted without reference to any other agreement between you and Seller, or what you may claim to be a course of dealing that has arisen between you and Seller.

C.A USAGE OF TRADE SHALL NOT VARY TERMS AND CONDITIONS

No usage of trade shall vary any of these terms and conditions.

D. NO PRIOR OR CONTEMPORANEOUS AGREEMENTS

There are no prior or contemporaneous agreements, representations, warranties, or understandings that affect these terms and conditions in any way.

15. YOUR AUTHORITY AND CAPACITY

You represent and warrant that you have both the authority and the capacity to purchase Products under these terms and conditions and, if applicable, to bind your employer and/or principal.

16. GOVERNING LAW AND FORUM SELECTION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL

This agreement between you and Seller will be governed by the law of the State of Illinois, and the United States of America, except for the State of Illinois' choice of law rules, excluding the United Nations Convention on Contracts for the International Sale of Products. If you bring a lawsuit against Selter arising out of or relating to these terms and conditions, you must file your lawsuit in a state or federal court located in Chicago, Illinois. You expressly submit to the exclusive jurisdiction of said courts and you consent to extra-territorial service of process on your.

In the event of litigation pertaining to any matter covered by these terms and conditions, you hereby agree to waive any right that you may have to a jury trial of any or all issues that may be raised in such litigation.

17. NO WAIVER OF SELLER'S RIGHTS UNDER APPLICABLE

Nothing contained in these terms and conditions shall be construed to limit or waive any rights of Seller under applicable United States federal, state, or local laws. Failure by Seller to enforce any of these terms, conditions, and limitations shall not constitute a walver of them, and the failure of Seller to exercise any rights arising from your default or otherwise shall not constitute a walver of such right or any other right. These terms, conditions, and limitations may be enforced and the rights of Seller enforced at any time in whole or in part.

18. SEVERABILITY

Should any part of these terms and conditions be held invalid or unenforceable, that portion shall be construed consistent with the State of Illinois, United States of America law, and the

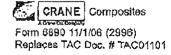
remaining portions – be they entire sections, paragraphs within sections, sentences, or portions of sentences – shall remain in full force and effect. The term "Section" as used in these terms and conditions refers to the entire text contained below a boilded heading. For example, all the text under the words "18, SEVERABILITY" constitutes a "Section,"

19, ADDITIONAL TERMS

To the extent that these terms and conditions are required to do so, they hereby incorporate by reference the applicable rules, regulations, and orders of the Secretary of Labor Issued pursuant to Executive Order 11246 of September 24, 1965, and the following affirmative action clauses and related regulations of the Secretary of Labor: Affirmative Action for Handicapped Workers, 41 CFR 60-741.4, and Affirmative Action for Disabled Workers and Veterans of the Vietnam Era, 41 CFR 60-250.4. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any law or regulation, or to acquiesce in a request by a government agency or official thereof are contingent upon the continuation in effect of such law, regulation, or request and may be cancelled by Seller upon the expiration or wilhdrawal of such law, regulation, or request, provided, however, that Selfer at its option may complete such orders.



1.800.435.0080 Ph.
1.815.467.8600 Ph.
1.815.467.8666 Fax
www.cranecomposites.com
sales@cranecomposites.com







CCSTMT

CRANE COMPOSITES, INC - 23526 W. Sames St. - Chennahon, IL 80410 - (800) 435-0080 - FAX (816) 467-5668

NORTHWOOD MANUFACTURING, INC. 59948 DOWNS ROAD LA GRANDE OR 97850

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(215) 467-8600 (800) 435-0080

SHIP TO: NORTHWOOD MFG, INC #2 60127 SMITH LOOP ROAD LA GRANDE OR 97850

DAVE CLEMENS

BILL TO:

NORTHWOOD MANUFACTURING, INC. 59948 DOWNS ROAD LA GRANDE OR 97850

DAVE CLEMENS

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Composites

(815) 467-8600 (800) 435-0080

SHIP TO: NORTHWOOD MFG, INC #2 60127 SMITH LOOP ROAD LA GRANDE OR 97850

DAVE CLEMENS

BILL TO:

NORTHWOOD MANUFACTURING, INC. 59948 DOWNS ROAD LA GRANDE OR 97850

DAVE CLEMENS

Page 2

Customer No.	Invoice Date	Invoice No.
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(815) 467-8600 (800) 436-0080

SHIP TO: NORTHWOOD MFG, INC #2 60127 SMITH LOOP ROAD LA GRANDE OR 97850

DAVE CLEMENS

NORTHWOOD MANUFACTURING, INC. 59948 DOWNS ROAD LA GRANDE OR 97850 BILL TO:

Service at the above numbers.

DAVE CLEMENS



Gustomer No. 630003

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Composites

(815) 467-8600 (800) 435-0080

SHIP TO:

NORTHWOOD MFG, INC #2 60127 SMITH LOOP ROAD LA GRANDE OR 97850

DAVE CLEMENS

BILL TO:

NORTHWOOD MANUFACTURING, INC. 59948 DOWNS ROAD LA GRANDE OR 97850

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DAVE CLEMENS

BILL TO:

NORTHWOOD MANUFACTURING, INC. 59948 DOWNS ROAD LA GRANDE OR 97850

DAVE CLEMENS

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